

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 7
)	Case No. 19-10236
Johnson Publishing Company, LLC,)	
)	Hon. Jack B. Schmetterer
Debtor.)	
)	
)	

**DECLARATION OF ALAN BENNETT PURSUANT TO BANKRUPTCY RULES 2014
AND 2016 IN SUPPORT OF THE TRUSTEE'S APPLICATION TO EMPLOY
ASHFORDS LLP AS SPECIAL COUNSEL**

I, Alan Bennett, hereby declare:

1. I am a solicitor duly licensed to practice law in England & Wales. I am a Partner and the Head of Restructuring & Insolvency with the law firm of Ashfords LLP. I work primarily out of the firm's London office, which is located at 1 New Fetter Lane, London, England. Ashfords LLP has offices throughout England where I also work from time to time.

2. I respectfully submit this Declaration in connection with the application of the Miriam R. Stein, not individually, but solely in her capacity as Chapter 7 Trustee (the "Trustee") for Johnson Publishing Company, LLC (the "Debtor") to retain and employ Ashfords LLP and the members, solicitors, and paralegals of Ashfords LLP (collectively, "Ashfords") as her special counsel.

3. I have personal knowledge of the matters set forth herein. If called upon to testify, I could testify competently to the facts contained herein.

4. To the best of my knowledge, none of the members, solicitors, or paralegals of Ashfords are related to any judge of the United States Bankruptcy Court of the Northern District of Illinois.

5. To the best of my knowledge, Ashfords does not hold or represent any interest adverse to the Debtor, Trustee, or bankruptcy estate within the meaning of section 327(a) of the title 11, United States Code (the “Bankruptcy Code”).

6. To the best of my knowledge, Ashfords is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code. To the best of my knowledge:

- (a) Ashfords is not a creditor, an equity security holder, or an insider of the Debtor.
- (b) Ashfords is not and was not, within 2 years before the Petition Date, a director, officer, or employee of the Debtor.
- (c) Ashfords does not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason

7. To the best of my knowledge, Ashfords does not have any connection with the Debtor, its creditors, the United States Trustee, any person employed in the office of the United States Trustee, or any other party in interest or their respective attorneys or accountants, within the meaning of Fed. R. Bankr. P. 2014(a). I will supplement this Declaration if I become aware of any connections.

8. Ashfords and the Trustee entered into an engagement letter, dated 4 December, 2020, that set forth the terms and services related to Ashfords representation of the Trustee and Ashfords’ compensation (the “Engagement Letter”). Pursuant to Federal Rule of Bankruptcy Procedure 2016(b) and Local Rule 2016-1, a copy of the Engagement Letter is attached as **Exhibit A** to this Declaration.

9. The professional services which Ashfords expects to render to the Trustee as special counsel include, but are not limited to, analyzing the liquidation files and files of the Official Receiver in England generated as part of Fashion Fair UK’s liquidation proceeding to determine what (if any) claims were filed based on alleged tax liability, providing counsel to the

Trustee under local law regarding the extent to which the debts of Fashion Fair UK have been discharged, opining on whether any tax-related liability of Fashion Fair UK may now flow toward the Debtor, and analyzing the impact of local rules and laws as necessary to assist the Trustee with advancing substantive positions on behalf of the Estate.

10. Ashfords intends to apply for compensation and reimbursement for expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of this Court and other procedures that may be fixed by this Court.

11. Ashfords has advised the Trustee that the current hourly rates applicable to the principal solicitors and paralegals proposed to represent the Trustee are as follows:

Team Members	Title	Hourly Rate (plus VAT)	Conversion to USD
Alan Bennett/ David Pomeroy	Partner	£ 520	\$698.39
Katie Farmer/Crispin Jones/Amy Gallimore	Legal Director	£470	\$631.24
Cathryn Butler	Solicitor	£ 330	\$443.21
Iona Jones	Solicitor	£ 310	\$416.35
Holly Ransley	Chartered Legal Executive	£ 285	\$382.77
Olivia Reader	Trainee Legal Executive	£ 235	\$315.62

Other persons employed by Ashfords may render services to the Trustee as needed. The Trustee understands that the hourly rates set forth above are subject to periodic adjustments in the ordinary course of Ashfords' business, as the market may require or due to other conditions.

I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: December 8, 2020


ALAN BENNETT

LEGAL INSTRUCTION FORM

Between Ms Miriam R. Stein of Gutnicki LLP 4711 Golf Road Suite 200 Skokie Illinois
60076 USA and Ashfords LLP



Instructions

Instruction Date: 28/10/2020

Matter: 380818-00001

Matter Description: Johnson Publishing Company LLC

Scope:

Provide advice and assistance to you in your capacity as the bankruptcy trustee of Johnson Publishing Company LLC in relation to Fashion Fair Beauty Products Limited - In Liquidation and specifically to:

- a. Make enquires into the liquidation files and files of the Official Receiver in England as far as that may be necessary to determine what (if any) claims have been filed by creditors and specifically any tax claims filed; and
- b. Provide a written opinion as to how liabilities are dealt with in a liquidation process in the UK and Fashion Fair Beauty Products Limited together with the circumstances in which a foreign corporation can be liable for UK taxation.

Assumptions:

- You will provide us with instructions and any information we request in a timely manner.
- Our work will be limited to the Scope.
- Your continued instruction constitutes acceptance of these terms.

If any of these key assumptions are incorrect or change over time, we will need to provide you with a revised scope of work, revised timetable and revised fee estimate.



Team

	Contact Details	Charge-Out Rate per hour exc. VAT
Lead Lawyer Alan Bennett Partner and Head of Restructuring & Insolvency	T: 020 7544 2450 M: 07843 265353 E: a.bennett@ashfords.co.uk	£520
Overall Supervision David Pomeroy Partner	T: 0117 321 8055 M: 07970 027661 E: d.pomeroy@ashfords.co.uk	£520
Supported By Felicity Hanks Legal Support Assistant	T: 01392 33 3833 E: f.hanks@ashfords.co.uk	

Who Ashfords may take instruction from:

Miriam R. Stein as Bankruptcy Trustee of Johnson Publishing Company LLC and her lawyer Steven Vanderporten of Fox Swibel Levin & Carroll LLP.



Details

Cost:

Our charges are based on the time spent by our lawyers at their hourly rates.

A list of the lawyers likely to work on your matter are set out in the attached.

Billing:

We will invoice you monthly in arrears for costs and disbursements incurred to date.

Our invoices are payable on receipt.

Timescales:

It is likely that the enquiries into the liquidation could take as long as three months.

We will agree a timescale for delivery of the written report between ourselves.

Our Quality Commitment:

We believe that excellent service is made up of things like our availability, prompt phone and email responses, unequivocal and commercially pragmatic advice, clear explanations, clear written communication and general ease of doing business with us.

Therefore, if you don't consider that you have received an excellent service from us at any stage during the course of this engagement, you may unilaterally reduce our fee as set out in the invoice which covers the service in question by up to 10%. Terms & conditions apply please see attached Terms of Business or go to www.ashfords.co.uk for more information

Terms of Business: Save as varied by this Legal Instruction Form the terms and conditions (attached, or if previously sent, as found at <https://www.ashfords.co.uk/policies-terms-and-conditions/terms-and-conditions>) sets out the basis on which Ashfords LLP is to act.

Information Protection and Confidentiality

We take your privacy very seriously, and information on how and why we collect, store, use and share your personal data, is set out in our Privacy Notice to Clients, which can be found at <https://www.ashfords.co.uk/media/4086/ashfords-privacy-notice-to-clients.pdf>. Alternatively a hard copy is available upon request.



CONTACT SUMMARY SHEET

Role	Name	Position	Tel	E-mail	Fees/ hour (exc. VAT)
Lead Lawyer	Alan Bennett	Partner	T: 020 7544 2450 M: 07843 265353	a.bennett@ashfords.co.uk	£520

Supported By	David Pomeroy	Partner	T: 0117 321 8055	d.pomeroy@ashfords.co.uk	£520
Supported By	Katie Farmer	Legal Director	T: 01392 33 4115	k.farmer@ashfords.co.uk	£470
Supported By	Crispin Jones	Legal Director	T: 020 7544 2436 M: 07720 737393	c.jones@ashfords.co.uk	£470
Supported By	Amy Gallimore	Legal Director	T: 020 7544 2485	a.gallimore@ashfords.co.uk	£470
Supported By	Cathryn Butler	Solicitor	T: 0117 321 8034	c.butler@ashfords.co.uk	£330
Supported By	Iona Jones	Solicitor	T: 020 7544 2496	if.jones@ashfords.co.uk	£310
Supported By	Holly Ransley	Chartered Legal Executive	T: 01392 33 2981	h.ransley@ashfords.co.uk	£285
Supported By	Olivia Reader	Trainee Legal Executive	T: 0117 321 8062	o.reader@ashfords.co.uk	£235

Please contact the following person if any member of the team is unavailable.

Admin. Support	Felicity Hanks	Legal Support Assistant	T: 01392 33 3833	f.hanks@ashfords.co.uk	
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Overall Supervision	David Pomeroy	Partner	T: 0117 321 8055 M: 07970 027661	d.pomeroy@ashfords.co.uk	£520
Client Partner	Alan Bennett	Partner	T: 020 7544 2450 M: 07843 265353	a.bennett@ashfords.co.uk	£520

Information sheet for corporate clients

Ashfords LLP are required to meet anti-money laundering rules

Money laundering is the term used to describe the process by which criminals disguise the original ownership and control of the proceeds of crime by making those proceeds appear to have come from a legitimate source.

All firms of solicitors in England and Wales must follow rules on anti-money laundering, which includes 'know your client' checks on all clients and (in some situations) any third parties providing funds for a particular transaction. You may hear us refer to this as 'client due diligence'. The rules are set out in the Money Laundering Regulations 2017.

All clients must take part in these checks no matter how long we have done business with you or what the nature of our relationship with you may be. We are required to review your 'client due diligence' annually or sooner if your details change and may ask you to provide documents to fulfil this requirement. The aim of these requirements is not in any way to prevent you being able to access legal services and representation.

Identifying your company

An important part of the 'know your client' checks involves verifying your company's name, list of directors and shareholders, and the ultimate beneficial owner. This will be done in accordance with strict industry standards and government-approved guidelines. We will give you details of which documents we can accept in addition to our own checks to prove those details. Normally, these will include:

- A colour copy of a driving licence/passport and bank statement/utility bill (dated within the last 3 months) for the ultimate beneficial owner of the company, and;
- Authority from the company for the director or other officer who will provide instructions (e.g. Articles of Association). This is to ensure that there is authority for the contractual relationship.

We will use those documents to conduct electronic ID checks to verify your company's identity.

Where we do not meet the ultimate beneficial owner, we will need those documents to be certified by an independent practising professional as listed below.

The following people (using their professional stamp) are able to certify your documents:

Accountant, Airline pilot, Architect, Bank/Building Society Relationship Manager, Barrister, Solicitor, Chartered Legal Executive, Licenced Conveyancer, Notary Public, Chartered Surveyor, Chiropodist, Commissioner for Oaths, Dentist, Justice of the Peace, Member of Parliament, Minister of a recognised religion, Merchant Navy Officer, Officer of the Armed Services, Nurse (RGN or RMN), Optician, Police Officer, Post Office Official, Social Worker, Teacher or Lecturer, Trade Union Official, Vet, Warrant Officer and Chief Petty Officer.

Remote Client Identification

In circumstances where we are unable to meet clients face-to-face, we would usually request that ID documents are provided to us once they are certified by another professional. However, we realise this may not always be possible and so the following remote ID verification process can be followed as an alternative.

Using video call:

1. Use Smartphone to take a picture of your photo ID (passport / driving licence) AND evidence of address (recent utility bill dated within last 3 months) and send to Ashfords by email.
2. We will arrange a convenient time for a virtual meeting via video call in order to verify your ID. On the call, we will ask you to confirm certain digits / characters on your ID documents e.g. fourth and eighth characters, which we then check against the photos received.

OR

Using still images

1. Use Smartphone to take a picture of photo ID (passport / driving licence) AND evidence of address (recent utility bill dated within last 3 months). In addition, use Smartphone to take a picture of yourself holding the same ID document(s) and send all photos to Ashfords by email.
2. Upon receipt of photos, we will send you a six digit security code – we then require you to take a final photo of yourself holding up a piece of paper on which you have written “Ashfords”, the six digit code and the date – please then email that photo to Ashfords.

Either of the above methods will ensure that we can verify your ID remotely.

Verifying your funds

For some transactions, such as buying a property or company, another important part of the process is for us to:

- 1) ask you to confirm and provide evidence of where the money that you provide will come from, for example:
 - a UK bank account
 - an overseas transfer
 - from a named third party
- 2) ask you to confirm and provide evidence of how the wealth has accumulated, for example:
 - profit/turnover – company accounts
 - investments from third parties
 - loan agreements

Please note – if money comes from a different source it may hold up your transaction

Our solicitors are highly trained, well-regulated professionals who must follow strict standards. These checks ensure they follow the anti-money laundering rules, are complying with the law, and are doing their best to protect you as a client.

Thank you for helping to prevent financial crime

TERMS AND CONDITIONS : BUSINESS

1. These terms together with the legal instruction form (**LIF**) set out the basis upon which we act for you (together the "**Agreement**"). If a conflict arises between these terms and the LIF then the LIF prevails in respect of the conflict.
2. References to "us", "our", "we" means Ashfords LLP (a limited liability partnership registered in England and Wales under registration number OC342432). Our registered office is Ashford House, Grenadier Road, Exeter, EX1 3LH.
3. We are authorised by the Solicitors Regulation Authority (**SRA**) with number 508761.
4. This Agreement will be construed in accordance with the laws of England and Wales and all disputes will be subject to the non-exclusive jurisdiction of the English Courts.
5. If any court or competent authority finds that any clause (or part clause) in these terms is invalid, illegal or unenforceable, that clause (or part clause) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.
6. References to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
7. We may assign or novate any or all of our rights and obligations under this agreement.

Responsibilities and Acknowledgements

1. We will carry out the work set out under "scope" in the LIF (**Work**). Any additional work **MUST** be agreed by us and, once agreed, will form part of the Work.
2. We will retain professional indemnity insurance to cover the advice we give you. Our worldwide cover is currently provided by Axis Specialty Europe SE, 52 Lime Street, Langbourn, London, EC3M 7AF and Aviva Insurance, St Helen's, 1 Undershaft, London, EC3P 3DQ. You will promptly provide us with such information and/or documentation necessary to enable us to:
 - a. carry out the Work;
 - b. comply with our regulatory responsibilities (including money laundering checks).
3. You will notify us of any change in
 - a. circumstances that may impact on the Work;
 - b. your contact details.
4. You agree that:
 - a. you will pay our invoices in accordance with this Agreement;
 - b. we may (at our discretion) carry out credit checks against you. This may affect your credit rating.
5. You agree that we may list you as a client (including your logo) on our website or in promotional material including any submission to legal directories.
6. Any failure by you to meet the above obligations may result in a delay or failure by us in carrying out the Work. Any delay or failure to carry out the Work in these circumstances will not be considered a breach of these terms.
7. If you wish to make a change to the Work then please contact us as soon as possible. We will let you know whether the change is possible, the impact on our fees and the timing for the work and anything else that may be impacted or necessary as a consequence of your request.

Exclusions

1. Unless expressly including in the scope, we DO NOT advise on commercial viability issues, investments, tax, pensions, or any law other than English.
2. We are not responsible for reminding you of dates or deadlines.
3. Subject to the limitation of our liability provisions below, we are not liable for any comment, advice or suggestions given by us that are not included in the scope set out in the LIF.
4. Any advice given by us is for your benefit only and no third party shall or can rely on it for any purpose whatsoever.

Limitation of our Liability

1. We do not limit our liability for death or personal injury caused by our negligence, contractual breach or any other liability we cannot limit by law.
2. Save as set out above or unless otherwise expressly stated in the LIF, our liability is limited to a maximum of £3 million.
3. We are only liable for direct losses and costs arising from our negligence. All indirect, consequential losses and costs, loss of profit, data and/or goodwill are excluded.
4. Without prejudice to the above, if our ability to claim any contribution from a third party is prejudiced by any limitation of liability agreed with that third party by anyone other than us, then we will not be liable for any amount that we would have recovered from that third party but for that limitation of liability.
5. All implied warranties or conditions are expressly excluded to the fullest extent possible.

HighQ

1. Should you request to use HighQ (which is a dataroom and client collaboration platform) the following will apply:
 - a. You will indemnify us from and against any and all damages, liabilities, demands, costs and expenses including all legal and other professional fees, incurred by us as a result of any claim or action arising from or related to content that is uploaded to HighQ by you or your agents and/or advisers and/or content that you ask us to upload to HighQ that is in breach of any laws or regulations including applicable data protection legislation, or that infringes or is alleged to infringe any Intellectual Property Rights of any third party.

Interest on Client Monies

1. In accordance with the Solicitors Accounts Rules, we will account to you for any funds including interest as appropriate.

Fees

1. Our fees and any additional charges are:
 - a. subject to any applicable VAT; and
 - b. due immediately on receipt by you of the relevant invoice.
2. We reserve the right to review our charge out rates periodically. If there is any increase, we will notify you in advance.
3. In addition to our fees we may also charge (on a time and materials basis) for administration including photocopying, document preparation such as court bundles and preparation of invoices.
4. You shall pay the fees as set out and/or calculated in accordance with the LIF.
5. Whilst we may render interim statute invoices to you, all our invoices will be final statute invoices for the piece of work carried out in accordance with the Solicitors Act 1974.
6. We shall be entitled to:
 - a. require money on account before we carry out any Work;
 - b. settle any fees owed by you from funds we hold for you on our client account;
 - c. charge for all disbursements incurred by us including CHAPS and/or online identification checks (whether they are included in our fee estimate or not);
 - d. retain your files until you have paid all outstanding fees;
 - e. charge you interest at the rate of 8% on any invoices that are outstanding for more than 30 days from the invoice date;
 - f. charge on an indemnity basis for the costs incurred by us if you fail to pay your invoice by the applicable due date.

Regulatory Matters

1. We are not authorised by the Financial Conduct Authority (**FCA**) although we are included in the FCA register for insurance mediation activity.

2. We cannot advise you on investments other than in limited circumstances that are linked with the Work. We may recommend you to third parties who can provide investment advice but we are not liable nor do we warrant any advice they may give.
 3. We are required by law to obtain satisfactory evidence of your identification and possibly individuals associated with you. You **MUST NOT** send us any funds until we have notified you that these checks have been completed. Our preferred method is to carry out on-line identity searches utilising a third party data source which will leave a "soft footprint" on your credit file. We may charge an administration fee for carrying out these checks.
 4. We do not accept any payments in cash.
 5. After your matter is completed we will keep your files in accordance with our then current Retention and Destruction Policy (a copy of which is available on request).
 6. If you want access to your file then please contact us. We may levy a charge for recovering your file and/or providing copies.
- responsibility for compliance with applicable data protection legislation, as set out below.
11. When you supply Client Personal Data to us you are responsible for and will ensure that:
 - a. the Client Personal Data is not subject to any restriction which would prevent or restrict you from disclosing the Client Personal Data to us or prevent or restrict us from using the Client Personal Data in accordance with this Agreement;
 - b. you have been transparent to all affected data subjects about the Client Personal Data and the purposes for which we will use it, and you have given them all relevant information that the law requires you to do;
 - c. the Client Personal Data is accurate; and
 - d. you have only provided us with such Client Personal Data as is necessary for the relevant purpose for which we need it.
 12. Both you and us shall be responsible for our separate obligations in respect of the Client Personal Data when in the relevant party's possession, in relation to:
 - a. Client Personal Data retention periods;
 - b. the security obligations set out in relevant data protection legislation;
 - c. any restrictions on transfers outside of the EEA, instigated by that party;
 - d. any data subject rights exercised in respect of the Client Personal Data in its control.
 13. In the event of a breach by either party of their respective obligations under relevant data protection legislation, the party in breach shall be liable to the other party for all or any losses incurred by the other party, or for which the other party may become liable, in each case to the extent arising as a result of such breach. Nothing in this Agreement shall exclude or limit liability under this Information Protection and Confidentiality section.
 14. The Client Personal Data we process may be transferred to our service providers and agents for the purposes specified in this Agreement..

Information and Data Protection and Confidentiality

2. This section contains, in addition to other information and terms, a consolidated version of our Privacy Notice. A full version is available at <https://www.ashfords.co.uk/media/3176/ashfords-privacy-notice-to-clients.pdf>.
3. Any reference to terms not defined in these terms or LIF shall be defined in our full Privacy Notice.
4. Unless disclosure is permitted or required by law or regulation, or to provide legal services to you, or you otherwise agree, we will treat information (including any Client Personal Data) provided by you as confidential. Third parties regulators and our auditors may have access from time to time to your information (including Client Personal Data) but they will be required to keep it confidential unless the law or regulation states otherwise, or you otherwise agree.
5. You acknowledge that we may be required to disclose some of your information (including financial and Client Personal Data) to third parties in order to comply with certain legislation including the United States, Foreign Account Tax Compliance Act.
6. We use and process the information (including financial and Client Personal Data) you provide us for the purpose of providing legal services to you, carrying out the Work, administering your file and for related purposes, including updating and enhancing client records, recovering debts owed to us, checking creditworthiness, analysis to help us manage our practice, statutory returns, legal and regulatory compliance, and marketing and communicating to you about Ashfords' services and events. Our use of that information is subject to your instructions, relevant data protection legislation and our duty of confidentiality
7. Unless disclosure is permitted or required by law or regulation, or is necessary to provide legal services to you, or you otherwise agree, or other than for the purpose of exercising our rights or responsibilities under this Agreement, we will only disclose your Client Personal Data to third parties to the extent necessary to carry out Work or to provide legal services to you.
8. As part of providing you with the best service possible, we would like to send you information from time to time which we consider may be of interest to you, but you can choose not to receive such information at any time. Please let us know if you would prefer not to receive such information.
9. We process Client Personal Data supplied to or obtained or created by us as a Data Controller.
10. Both you and we shall comply with our respective obligations under relevant data protection legislation as Data Controller of Client Personal Data and shall use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by relevant data protection legislation. As we will both have Data Controller responsibilities in respect of the same Client Personal Data, we and you each acknowledge and agree to the allocation of

Electronic Communication

1. We may communicate with you by email or other electronic means unless we otherwise agree.
2. We will take reasonable precautions to protect information sent electronically by us but this is not guaranteed.
3. We are not liable for any damage or claim arising from any viruses, malware, trojan horses or unauthorised code. You are responsible for ensuring you have in place all suitable and up-to-date anti-virus and malware software.

Any Queries and Concerns

1. If you have any concerns about the Work then in the first instance please raise this with the relevant advisor or their supervisor (as set out in the LIF). You can access our complaints procedure on our website www.ashfords.co.uk/policies-terms-and-conditions/complaints-procedure, or request a hard copy by contacting our Professional and Financial Risks team on 01392 333535 or by email at professional&financialrisks@ashfords.co.uk.
2. All complaints will be responded to within 8 weeks. If you are not happy with the way we handle your concerns then you may contact the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ or telephone 0300 555 0333 or www.legalombudsman.org.uk. There are time limits for bringing complaints with the ombudsman and details can be found at the above website.
3. If you are dissatisfied with an invoice from us then you may be able to apply to the Court for an assessment. Details can be found at www.hmctsformfinder.justice.gov.uk.

Termination and Suspension

1. You may terminate this Agreement with us at any time by notice in writing. You will be responsible for payment of all outstanding fees incurred by us as at the date of termination

together with any fees and/or disbursements we have committed to incur.

2. We may terminate this Agreement at any time if we have good reason to do so. Examples, include failure to (a) provide clear instructions and information, (b) pay our fees, (c) conflict of interest or (d) to comply with any statutory requirements.
3. If you fail to make any payments due under this agreement we may (at our discretion) suspend the Work until full payment has been made.